

GENERIC CONTRACT FOR EDUCATIONAL INSTITUTIONS

TERMS AND CONDITIONS

The attached sample contract includes typical terms and conditions for NASA contracts, modified to some degree for Earth System Science Pathfinder (ESSP) Missions. Proposers shall review these terms and conditions and specifically identify any exceptions and/or proposed changes to the contract terms and conditions contained within the appropriate contract document as described in the Announcement of Opportunity, Section 5.2.3-Management. If no exceptions are taken, a statement to that effect must be included.

All proposed contractual documentation, if accepted by NASA, shall be considered executable upon selection. If no exceptions are taken, these sample generic contractual documents will be used as the basis for selected mission contract formulation. NASA reserves the right to negotiate all contract terms and conditions following mission selection.

INDEX OF CLAUSES FOR ESSP EDUC INST.

SECTION B

- B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)
- B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)
- B.3 ESTIMATED COST (18-52.216-81) (DEC 1988)
- B.4 CONTRACT FUNDING (18-52.232-81) (JUN 1990)
- B.5 PAYMENT FOR OVERTIME PREMIUMS (52.222-2)(JUL 1990)

SECTION C

- C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)
- C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992)

SECTION D

- D.1 PACKAGING AND MARKING

SECTION E

- E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)
- E.2 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)
- E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)
- E.4 QUALITY (PERFORMANCE ASSURANCE)--CONTRACTING OFFICER'S REPRESENTATIVE
- E.5 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (OCT 1988)
- E.6 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)
- E.7 QUALITY AND PERFORMANCE ASSURANCE BY THE GOVERNMENT AT SUBCONTRACTOR'S PLANT (GSFC 52.246-103) (OCT 1988)
- E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984)
- E.9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (52.246-9) (APR 1984)
- E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997)
- E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995)
- E.12 INDEPENDENT RELIABILITY ASSESSMENT CONTRACTOR (GSFC 52.246-98)(JAN 1985)

INDEX OF CLAUSES FOR ESSP EDUC INST.

SECTION F

- F.1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)
- F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)
- F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991)
- F.4 ADVANCE NOTICE OF SHIPMENT (18-52.247-72)(OCT 1988)

SECTION G

- G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS (GSFC 52.232-99) (MAY 1989)
- G.2 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (OCT 1988)
- G.3 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)
- G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)
- G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)
- G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)
- G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)
- G.8 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT 1988)

SECTION H

- H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)
- H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC 52.204-95) (OCT 1988)
- H.3 INDIRECT COST RATES--PREDETERMINED (GSFC 52.216-102) (OCT 1988)
- H.4 PHASED EFFORT
- H.5 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219-90) (JULY 1996)
- H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (DEC 1992)
- H.7 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)

INDEX OF CLAUSES FOR ESSP EDUC INST.

- H.8 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93) (MAY 1991)
- H.9 SECTION H CLAUSES INCORPORATED BY REFERENCE
- H.10 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)
- H.11 PURCHASE OF LONG LEAD ITEMS
- H.12 OPTION FOR PHASE C/D/E
- H.13 SAFETY AND HEALTH PLAN
- H.14 METHOD OF CONTRACT PERFORMANCE (GSFC 52.211-94)(OCT 1988)
- H.15 SPECIAL TERMINATION CONSIDERATIONS

SECTION I

- I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE
- I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)
- I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)
- I.4 AVAILABILITY OF FUNDS (52.232-18) (APR 1984)
- I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)
- I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)
- I.7 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988)
- I.8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)
- I.9 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)
- I.10 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (JUL 1997)
- I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)
- I.12 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)
- I.13 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)
- I.14 TITLE TO EQUIPMENT (18-52.245-75) (MAR 1989)

SECTION J

- J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

SECTION B OF ESSP EDUC INST.
SUPPLIES OR SERVICES AND PRICES/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
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To be filled in upon contract award. (Refer to VCL and GRACE Contracts for List of Deliverables).

(End of Clause)

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause in Section I of this contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but, for proposals of less than \$1,000,000, no later than 90 days before the incurred costs are expected to exceed the estimated cost and no later than 155 days for proposals of \$1,000,000 or more. These proposal times are intended to allow adequate time for the Government to evaluate the proposal and establish any increase in estimated cost with the Contractor.

SECTION B OF ESSP EDUC INST.

SUPPLIES OR SERVICES AND PRICES/COST

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)
(cont'd.)

(d) The proposal shall provide elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements to support the revised estimate to complete the contract. Supporting explanation for the increases and projections, sufficient to allow the Government to understand the reasons for the increased estimated cost, shall be provided. The proposal shall comply with the requirements of FAR 15.804, "Cost or pricing data", and any other cost data and format requirements that may be required by the Contracting Officer.

(End of clause)

B.3 ESTIMATED COST (18-52.216-81) (DEC 1988)

The total estimated cost for complete performance of this contract is \$ **TBD** . See FAR clause 52.216-11, Cost Contract--No Fee, of this contract.

(End of clause)

B.4 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ **TBD** . This allotment is for **TBD** and covers the following estimated period of performance: **TBD** .

SECTION B OF ESSP EDUC INST.

SUPPLIES OR SERVICES AND PRICES/COST

B.5 PAYMENT FOR OVERTIME PREMIUMS (52.222-2)(JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed -\$0- or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

SECTION B OF ESSP EDUC INST.
SUPPLIES OR SERVICES AND PRICES/COST

B.5 PAYMENT FOR OVERTIME PREMIUMS (52.222-2)(JUL 1990)
(cont'd.)

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

SECTION C OF ESSP EDUC INST.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities except as otherwise provided in this contract necessary to define the flight and ground segment hardware and software, documentation, and detailed plans and processes necessary to implement the **TBD** Mission and to furnish the items specified in Section B of this contract in accordance with the following:

Phase B: Attachment **TBD**- Statement of Work for Phase B, and Attachment **TBD**- Mission Definition and Requirements Agreement (MDRA).

Phase C/D/E: Attachment **TBD**- Statement of Work for Phase C/D/E, Attachment **TBD**- Mission Definition and Requirements Agreement (MDRA), and Attachment **TBD**- Science and Mission Requirements Documents.

(End of clause)

SECTION C OF ESSP EDUC INST.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992)

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems which may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning.

(c) Final report. The Contractor shall submit a final report which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(d) Report Documentation Page. The Contractor shall include a completed Report Documentation Page (NASA Form 1626) as the final page of each submitted report. The copies provided to the Center for Aerospace Information shall have a completed Standard Form 298, Report Documentation Page, as the last page. Refer to NASA FAR Supplement clause 18-52.235-70, "Center for AeroSpace Information" of this contract.

SECTION C OF ESSP EDUC INST.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992) (cont'd.)

(e) Submission. The Contractor shall submit the reports required by this clause as follows:

[M=Monthly, Q=Quarterly, F=Final]

Copies	Report Type	Addressee	Code
1	M,Q,F	Contracting Officer	214.3
1	M,Q,F	Contracting Officer's Technical Representative (COTR)	
1	F	Publications and Graphics Services Section	253.1
2	M,Q,F	Center for AeroSpace Information Attn: Accessioning Department 800 Elkridge Landing Road Linthicum Heights, MD 21090-2934	

SECTION C OF ESSP EDUC INST.

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992) (cont'd.)

(f) Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

SECTION D OF ESSP EDUC INST.

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

(a) The Contractor shall pack and mark all hardware deliverables under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation.

(b) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.

(c) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.

(d) The Contractor's packaging specifications or procedures may be utilized if they are (i) not in conflict with cited NASA specifications and (ii) approved in writing by the Contracting Officer. In any conflict between NASA and the Contractor specifications or procedures, the NASA documents cited in this clause shall take precedence.

(e) The Contractor shall place identical requirements on all subcontracts.

(f) The following items to be furnished under this contract are for spaceflight use:

TBD

(g) All shipping containers, shipping documents, and purchasing documents for these items shall be marked ITEMS FOR SPACE FLIGHT USE.

SECTION D OF ESSP EDUC INST.

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (cont'd.)

(h) The Contractor shall prominently display a NASA Critical Space Item label on the exterior of all exterior shipping containers to alert all shipping and handling personnel to the criticality of the item in accordance with paragraph 303 of the NHB 6000.1.

(End of clause)

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at **TBD**. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the **TBD** day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.2 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Item	Location	Authorized Representative
TBD		

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the ?(2)? day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

Item No.	Description
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TBD

(End of clause)

E.4 QUALITY (PERFORMANCE ASSURANCE)—CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's representative for the purposes of monitoring and coordinating the quality and performance assurance requirements of this contract is **TBD** .

(End of clause)

E.5 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (OCT 1988)

In performance of this contract, the Contractor shall invoke inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.6 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for **TBD** after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.7 QUALITY AND PERFORMANCE ASSURANCE BY THE GOVERNMENT AT SUBCONTRACTOR'S PLANT (GSFC 52.246-103) (OCT 1988)

The Government may perform the following quality and performance assurance functions at:

Subcontractor	Function
---------------	----------

TBD

The Contractor shall provide for timely Government access to the subcontractor's facility. Government performance of quality and performance assurance functions at subcontractor's facilities shall not relieve the Contractor of any of its responsibilities under the contract.

(End of clause)

E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984)

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984) (cont'd.)

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Work," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984) (cont'd.)

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to correct or replace work not meeting contract requirements. Time devoted to the correction or replacement of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (g) below, the allowability of the cost of any such replacement or correction shall be determined as specified in the Allowable Cost and Payment clause. The Contractor shall not tender for acceptance corrected work without disclosing the former requirement for correction, and, when required, shall disclose the corrective action taken.

(g) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may (1) by contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost, (2) require delivery of any undelivered articles, or (3) terminate the contract for default. Failure to agree on the amount of increased cost to be charged to the Contractor shall be a dispute.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984) (cont'd.)

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.8 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)--ALTERNATE I (APR 1984) (cont'd.)

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

E.9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (52.246-9) (APR 1984)

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(End of clause)

E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997) (cont'd.)

services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00.

Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997)
(cont'd.)

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
 - (2) The contract number including any alpha-numeric prefix identifying the contracting office;
 - (3) The name and address of the contracting office;
 - (4) The total number of bills submitted with the statement;
- and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

- (1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995) (cont'd.)

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

Receiving and Inspection (Code 239), Goddard Space
Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight
Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope which shall be securely attached to the exterior of the package in the most protected location.

SECTION E OF ESSP EDUC INST.

INSPECTION AND ACCEPTANCE

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995) (cont'd.)

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.12 INDEPENDENT RELIABILITY CONTRACTOR (GSFC 52.246-98)(JAN 1995)

The Government plans to contract with an independent reliability assessment contractor for effort related to the efforts under this contract. It is understood and agreed that personnel of any such designated contractor shall have free access to work areas of both the prime Contractor and subcontractors in which the work required by this contract is being performed for the purpose of making assessments of the effort being accomplished.

(End of clause)

SECTION F OF ESSP EDUC INST.

DELIVERIES OR PERFORMANCE

F.1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95)
(OCT 1988)

Shipment of the items required under this contract shall be to:

Item	Address	Marked For
------	---------	------------

TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving (Building 16W) may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall

SECTION F OF ESSP EDUC INST.

DELIVERIES OR PERFORMANCE

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984) (cont'd.)

be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

SECTION F OF ESSP EDUC INST.

DELIVERIES OR PERFORMANCE

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I
(APR 1984) (cont'd.)

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered

SECTION F OF ESSP EDUC INST.

DELIVERIES OR PERFORMANCE

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991) (cont'd.)

to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

SECTION F OF ESSP EDUC INST.

DELIVERIES OR PERFORMANCE

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991) (cont'd.)

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.4 ADVANCE NOTICE OF SHIPMENT (18-52.247-72)(OCT 1988)

Ten (10) working days prior to shipping the following items: **TBD**, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to the Contracting Officer Technical Representative and to the Contracting Officer.

(End of clause)

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS (GSFC 52.232-99) (MAY 1989)

In accordance with the Allowable Cost and Payment clause of this contract, the contractor shall submit vouchers and any required supporting statements or certificates, properly identifiable with the contract number, to the delegated cognizant audit agency by use of an SF 1034 and SF 1035 or equivalent Contractor's attachment, and SF 1034A and SF 1035A or equivalent Contractor's attachment. The cognizant audit agency is the "Designated Billing Office" for Prompt Payment clause purposes.

Copies of the SF 1034a, shall be marked in the memorandum block, with the name and address of the following:

GSFC Accounts Payable Section, Code 151.3A (Copy 1)
GSFC Contracting Officer, Code (include mail code) (Copy 2)
Contractor (Copy 3)
Contract Administration Office (Copy 4)

Each voucher for reimbursement of costs shall include sufficient detail to identify costs properly chargeable to the contract, such as material, direct labor, direct charges (e.g., facilities, special test equipment, etc.) and overhead. If appropriate, claimed costs may be supported by reference to the concurrent Financial Management Report, NASA Form 533, required by this contract.

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS (GSFC 52.232-99)
(MAY 1989) (cont'd.)

For the purposes of the Prompt Payment clause of this contract as it relates only to the final cost voucher, acceptance occurs on the date the final voucher is signed by the Closing Contracting Officer. This is considered the date of final settlement.

(End of clause)

G.2 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (OCT 1988)

Before the Contractor purchases a piece of controlled equipment (as identified in NHB 4200.1C, paragraph 3.101), the Contractor shall submit a DD Form 1419, DoD Industrial Plant Equipment Requisition, through the Contracting Officer, to the GSFC Reutilization Coordinator, Code 235.2, for the prescreening of the NASA Equipment Management System (NEMS) records to determine the availability of candidate equipment which may satisfy the requirement and thus avoid a new acquisition.

Following the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, or by other means acceptable to the GSFC Supply and Equipment Management Officer, Code 235.1, transferring that equipment to the Government, to the GSFC Supply and Equipment Management Officer, Code 235.1, with a copy to the GSFC Property Accountant, Code 151.4A within 5 working days. The GSFC Form 20-4 or other form, must contain all of the data elements identified necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased. Submission of this form does not negate the requirement for subcontract notification and/or consent as specified in the Subcontracts clause or elsewhere in this contract.

SECTION G OF ESSP EDUC INST.

CONTRACT ADMINISTRATION DATA

G.2 CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93) (OCT 1988) (cont'd.)

If the Contractor maintains a stock inventory with a minimum average value of \$75,000, the Contractor shall comply with NHB 4100.1B, including submission of a NASA Form 1489, Semi-Annual Analysis of Inventory Report, and a NASA Form 1324, Semi-Annual Report of Supply and Equipment Management Operations. Both reports shall be submitted within 5 working days after the March 31 and September 30 reporting period each year to the Supply and Equipment Management Office, Code 235.1, with a copy to the Contracting Officer.

The Contractor shall submit listings of all Contractor-acquired property, acquired during the reporting period under the contract, suitable for establishing accountable records for all such property received, on a quarterly basis within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30, to the Contracting Officer, and the Supply and Equipment Management Officer, Code 235.1. For controlled equipment, the listings shall include item description, manufacturer, model, serial number, cost, location of the items, and GSFC property number. For all other acquisitions, the listings shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's, or other forms, and materials included in NASA Form 1489 shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(End of clause)

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.3 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)

In accordance with FAR clause 52.244-2, "Subcontracts Under Cost-Reimbursement and Letter Contracts--Alternate I" of this contract, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "facilities" as defined in the Federal Acquisition Regulation (FAR) 45.301. The policy on providing facilities to contractors is contained in FAR 45.302-1 and NASA FAR Supplement 18-45.302-1.

(End of clause)

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code
New Technology Representative	750.1	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	750.2	Goddard Space Flight Greenbelt, MD 20771

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997) (cont'd.)

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights-Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of clause)

G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.5 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997) (cont'd.)

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) Equipment, as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

SECTION G OF ESSP EDUC INST.

CONTRACT ADMINISTRATION DATA

G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997) (cont'd.)

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of non-availability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

SECTION G OF ESSP EDUC INST.

CONTRACT ADMINISTRATION DATA

G.6 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997) (cont'd.)

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845-71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC), Financial Management Division, Code 151.4, Greenbelt, MD 20771 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

**G.7 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF
CONTRACTORS (1852.245-73) (SEP 1996) (cont'd.)**

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set-aside. If the Contractor fails to submit annual NF 1018 reports when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

(End of clause)

SECTION G OF ESSP EDUC INST.
CONTRACT ADMINISTRATION DATA

G.8 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT 1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment **TBD** of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at **TBD** and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

Item	Quantity	Cost	Acquisition	Date to be Furnished to the Contractor
------	----------	------	-------------	--

TBD

(End of clause)

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)

The Work Breakdown Structure (WBS) identified as Attachment (1) to this contract shall provide the basis for all NASA Form 533 series reporting. Detail reporting requirements and levels are specified in the financial management reporting requirements contained in this contract.

During this contract, the WBS diagram and supporting summary task description shall be updated by the Contractor, as necessary, to reflect negotiations, new work, modifications/changes, changes in work element distribution, and configuration changes. Contractor revisions to the baseline WBS shall be incorporated in the summary task description, shop order listing, and progress reporting within 30 days after WBS revision. Such updating and changes shall be accomplished in accordance with GHB7120.1 "Handbook for Preparation and Implementation of Work Breakdown Structures", and shall be distributed as follows:

No. of Copies	Addressee	Code
1	Contracting Officer	214.3
1	Project Office	
2	As designated (DRM/Resources or DRM)	

SECTION H OF ESSP EDUC INST.
SPECIAL CONTRACT REQUIREMENTS

H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)
(cont'd.)

The Contractor shall be responsible for traceability of subcontractor data supporting its WBS elements. The Contractor may establish with a subcontractor any WBS that permits the prime Contractor to fulfill its WBS requirements and that provides adequate control of the subcontract.

(End of clause)

H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC 52.204-95) (OCT 1988)

The Contractor shall submit NASA Financial Management Reports 533M and 533Q, as required by the NASA Contractor Financial Management Reporting clause of this contract. The reports shall contain the following categories:

Copies of the reports shall be submitted to:

Copies	Addressee	Code or Attention
1	Contracting Officer	214.3
1	Project Manager	408
1	Financial Manager	408
1	Cognizant activity (when contract administration is delegated)	

(End of clause)

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.3 INDIRECT COST RATES--PREDETERMINED (GSFC 52.216-102) (OCT 1988)

In accordance with paragraph (d) of FAR clause 52.216-15, "Predetermined Cost Rates" of this contract, the following predetermined rates are in effect on the date of this contract as contained in the written agreement between the Government and the Contractor dated **TBD** which is Attachment **TBD** in Section J of this contract.

(End of clause)

H.4 PHASED EFFORT

The Contractor shall not commence any effort or incur any costs associated with Phase C/D/E of this contract until Phase B is completed and approved by the Government, except that the Contractor may request approval to initiate and incur costs for certain Phase C/D/E efforts such as the fabrication or purchase of long lead parts, but such authority shall be specifically approved in writing, by the Contracting Officer.

The Contractor shall institute and maintain an accounting system which clearly segregates Phase B costs from Phase C/D/E costs. Phase C/D/E costs shall be segregated to clearly indicate the costs for each item of effort initiated prior to the completion of Phase B.

SECTION H OF ESSP EDUC INST.
SPECIAL CONTRACT REQUIREMENTS

H.4 PHASED EFFORT (cont'd.)

In the event that this contract is terminated for any reason prior to the approval of the Phase I effort, the Contractor shall not be reimbursed for any costs incurred or fee for any Phase II effort except for costs reasonably and properly allocable to, and directly associated with, and appropriate fee for specifically approved Phase II efforts.

(End of clause)

H.5 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219-90) (JULY 1996)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" is included in Section I of this contract. The agreed to Subcontracting Plan for Small, Small Disadvantaged and Women-Owned Small Business Concerns required by the clause is included as Attachment **TBD** in Section J.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and Final)

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.5 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219

The Contractor shall prepare and submit Standard Form 294 (Rev. 10-95), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 10-95), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 18-52.219-75, "Small Business and Small Disadvantaged Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HC, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.5 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 18-52.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(DEC 1992)

a. Purpose. This clause establishes certain additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 18-52.223-70, "Safety and Health", of this contract.

b. Mishap reporting and investigation. The Contractor shall comply with NASA Management Instruction 8621.1E, "Mishap Reporting and Investigation". The required notification and reporting of mishaps shall be to the Goddard Space Flight Center Safety and Health Branch, Code 205.2, and to the Contracting Officer.

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(DEC 1992) (cont'd.)

c. Other safety and health requirements. The Contractor shall promptly notify the Contracting Officer in writing, with a copy to the Safety and Health Branch, Code 205.2, of the nonconformance of any Government-furnished property, including any installation provided Government property, with the requirements of this clause.

In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

NONE

d. Safety and health plan.

Negotiated procurements (RFP). The Contractor shall implement the safety and health requirements of this contract in accordance with the Safety and Health Plan incorporated in Section J of this contract. This Plan will be submitted by the successful offeror and mutually agreed to before award of the contract.

Sealed bidding (IFB). The Contractor shall submit a Safety and Health Plan to the Contracting Officer within 10 days after the effective date of this contract. Upon approval by the Contracting Officer, the Plan will become part of this contract.

SECTION H OF ESSP EDUC INST.
SPECIAL CONTRACT REQUIREMENTS

H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(DEC 1992) (cont'd.)

The Contractor shall implement the safety and health requirements of this contract in accordance with the Plan.

(End of clause)

H.7 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of **TBD**. In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

H.8 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93) (MAY 1991)

(a) Notification and Consent

For the purposes of the Subcontracts clause of this contract, the notification and consent requirements for the following

SECTION H OF ESSP EDUC INST.
SPECIAL CONTRACT REQUIREMENTS

H.8 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93)
(MAY 1991) (cont'd.)

subcontracts have been satisfied except as may be limited in
paragraph (b) below:

TBD

(b) Limitations

The above consent does not satisfy the notification and consent requirements of the Subcontracts clause for any subcontract changes or modifications for which notification and consent is required by the Subcontracts clause. Other limitations are as follows:

TBD

(End of clause)

H.9 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
(1852.223-70) SAFETY AND HEALTH (MAR 1997)
(1852.244-70) GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
(APRIL 1985)

(End of By Reference Section)

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.10 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBD

(End of clause)

H.11 PURCHASE OF LONG LEAD ITEMS

The Contractor shall not commence any effort or incur any costs associated with flight hardware fabrication or the purchase of long lead items without specific written approval by the Contracting Officer. Government approval or disapproval of such requests shall be made within one week of receipt of the request or the completion of the Mission Design Review, whichever is later.

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.11 PURCHASE OF LONG LEAD ITEMS

In the event that this contract is terminated for any reason prior to the approval of the Phase C/D/E Option, the Contractor shall not be reimbursed for any costs incurred or fee for any flight hardware fabrication or long lead purchases, except for costs and fee reasonably and properly allocable to, and directly associated with specifically approved Phase C/D/E efforts.

(End of clause)

H.12 OPTION FOR PHASE C/D/E

The Government may unilaterally modify the contract to add the design, development, mission operations and data processing and distribution effort (Phases C/D/E) by the Contracting Officer giving written notice to the Contractor in the form of a modification to the contract within **TBD** months from the effective date of the contract. Exercise of this option will add the Phase C/D/E effort described in Attachments **TBD** at an estimated cost of **TBD**.

The following contract clauses will become effective as of the effective date of the option: **TBD**

In addition, the following will be added to Clause B.1:
Notwithstanding the provisions of Clause 52.216-7--Allowable Cost and Payment, the Government will not reimburse the contractor for costs and fees in excess of **TBD**.

(End of provision)

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.13 SAFETY AND HEALTH PLAN

The Contractor shall submit a Health and Safety Plan, showing how the Contractor intends to protect the life, health, and well being of NASA and contractor employees as well as property equipment. This plan, as approved by the Contracting Officer, will be included as Attachment **TBD** under the Phase C/D/E effort.

(End of provision)

H.14 METHOD OF CONTRACT PERFORMANCE (GSFC 52.211-94)(OCT 1988)

The Contractor agrees to achieve the contract specifications and other performance goals in accordance with the method of performance set forth in its final, accepted, technical proposal titled **TBD**, dated **TBD**, and incorporated herein by reference. If, however, during the performance of this contract, the Contractor believes it necessary to depart from the method of work performance in order to accomplish the contract specifications and other performance goals, it shall, within 10 days from day of occurrence of such circumstance, so notify the Contracting Officer in writing including a brief resume reflecting the rationale which has led to its belief that such departure is necessary and a description of the alternate approach to be pursued. In the event the Contractor cannot determine an alternate approach within a 10 day period, it shall so advise the Contracting Officer immediately stating when it anticipates it will be able to furnish a description of an alternate approach.

Except as may otherwise be directed in writing by the Contracting Officer, this notice provision and/or performance by an alternate method shall not be construed to relieve the Contractor from any responsibility for complying with the contract specifications or delivery schedule, and shall not constitute the basis for an equitable adjustment under this contract.

SECTION H OF ESSP EDUC INST.

SPECIAL CONTRACT REQUIREMENTS

H.14 METHOD OF CONTRACT PERFORMANCE (GSFC 52.211-94)(OCT 1988) (cont'd.)

Nothing in this clause shall alter the rights and obligations of the parties elsewhere stated in this contract.

(End of clause)

H.15 SPECIAL TERMINATION CONSIDERATIONS

There are two special contract termination considerations for the ESSP Project because these contracts result from Announcements of Opportunity. The first special contract termination consideration, as described in the MDRA, is the budgetary constraints within which this mission must be completed. In accordance with the MDRA, the contractor must adhere to the Descope Plan in the event that he or she cannot meet mission requirements within budgetary constraints. In the event the contractor fails to implement the Descope Plan, as provided in the MDRA, the Government reserves the right to exercise a termination for convenience. The second special contract termination consideration is failure to meet or maintain a level of anticipated science return at or above the Minimum Science Requirement, as defined in the MDRA. In the event the Contractor fails to meet or maintain a level of anticipated science return at or above the Minimum Science Requirement as defined in the MDRA, the Government reserves the right to exercise a termination for convenience.

(End of provision)

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

- (52.202-1)DEFINITIONS (OCT 1995)
- (52.203-3)GRATUITIES (APR 1984)
- (52.203-5)COVENANT AGAINST CONTINGENT FEES (APR 1984)
- (52.203-6)RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
(JUL 1995)
- (52.203-7)ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8)CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

- (52.203-10) ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER
ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (JUN 1997)
- (52.204-4) PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN
1996)
- (52.209-6) PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING
WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED
FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT
1990)
- (52.215-2) AUDIT AND RECORDS--NEGOTIATION (AUG 1996)--ALTERNATE II
(JAN 1997)
- (52.215-8) ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.216-7) ALLOWABLE COST AND PAYMENT (MAR 1997)
- (52.216-11) COST CONTRACT--NO FEE (APR 1984)--ALTERNATE I (APR
1984)
- (52.216-15) PREDETERMINED INDIRECT COST RATES (AUG 1996)
- (52.219-8) UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-
OWNED SMALL BUSINESS CONCERNS (JUN 1997)

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

- (52.219-9) SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS SUBCONTRACTING PLAN (AUG 1996)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
- (52.222-3) CONVICT LABOR (AUG 1996)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
- (52.222-26) EQUAL OPPORTUNITY (APR 1984)
- (52.222-28) EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF
SUBCONTRACTS (APR 1984)(Deviation) (Revise "\$1
million" to read "\$10 million")
- (52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM
ERA VETERANS (APR 1984)
- (52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR
1984)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLE VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 1988)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-7) BALANCE OF PAYMENTS PROGRAM (APR 1984)
- (52.225-10) DUTY-FREE ENTRY (APR 1984)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT
1996)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR
1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT
INFRINGEMENT (AUG 1996)
- (52.227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT FORM)
(JUN 1997) as modified by NASA FAR Supplement 18-
52.227-11
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by
NASA FAR Supplement 18-52.227-14 (PN 89-72)--
ALTERNATE IV (JUN 1987)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-5) COST ACCOUNTING STANDARDS--EDUCATIONAL INSTITUTION (APR
1996)

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

- (52.230-6)ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- (52.232-17) INTEREST (JUNE 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA FAR Supplement 18-32.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.233-1)DISPUTES (OCT 1995)
- (52.233-3)PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.242-1)NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2)CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.244-2)SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (OCT 1997)--ALTERNATE I (AUG 1996) {paragraph (e) is "None"}
- (52.244-5)COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5)GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986) (DEVIATION) (JULY 1995)--ALTERNATE I (JUL 1985)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.

- (52.245-18) SPECIAL TEST EQUIPMENT (FEB 1993)
- (52.246-23) LIMITATION OF LIABILITY (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (52.249-5) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
(EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is A.V. Diaz at 301-286-5066.

(End of By Reference Section)

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on pages **TBD** , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated , upon which this contract is based.

(End of Clause)

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984) (cont'd.)

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.4 AVAILABILITY OF FUNDS (52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within.....(to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change,

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within..... (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.5 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)

(a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995) (cont'd.)

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995) (cont'd.)

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.7 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.8 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991) (cont'd.)

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.9 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.9 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990) (cont'd.)

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.10 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (JUL 1997)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University", as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997) (cont'd.)

"Minority institutions", as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern", as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.11 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997) (cont'd.)

institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.12 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.12 MINIMUM INSURANCE COVERAGE (18-52.228-75) (OCT 1988) (cont'd.)

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.13 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18- 27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Accessioning Department
800 Elkridge Landing Road
Linthicum Heights, MD 21090-2934

(End of clause)

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.14 TITLE TO EQUIPMENT (18-52.245-75) (MAR 1989)

(a) In accordance with the FAR 52.245 Government Property clause of this contract, title to equipment and other tangible personal property acquired by the Contractor with funds provided for conducting research under this contract and having an acquisition cost less than \$5000 shall vest in the Contractor upon acquisition, provided that the Contractor has complied with the requirements of the FAR 52.245 Government Property clause.

(b) Upon completion or termination of this contract, the Contractor shall submit to the Contracting Officer a list of all equipment with an acquisition cost of \$5000 or more acquired under the contract during the contract period. The list shall include a description, manufacturer and model number, date acquired, cost, and condition information, and shall be submitted within 30 calendar days after completion or termination of the contract, in accordance with Federal Acquisition Regulation subsection 45.606-5.

(c) Title to the property specified in paragraph (b) above vests in the Contractor, but the Government retains the right to direct transfer of title to property specified in paragraph (b) above to the Government or to a third party within 180 calendar days after completion or termination of the contract. Such transfer shall not be the basis for any claim by the Contractor.

(d) Title to all Government-furnished property remains vested with the Government (see the FAR 52.245 Government Property clause).

SECTION I OF ESSP EDUC INST.

CONTRACT CLAUSES

I.14 TITLE TO EQUIPMENT (18-52.245-75) (MAR 1989) (cont'd.)

(e) Title to the contractor-acquired property listed below shall vest with the Government.

TBD

(End of clause)

SECTION J OF ESSP EDUC INST.

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>	No. of
A	Statement of Work for Phase B			
B	Statement of Work for Phase C/D/E			
C	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan			
D	Mission Definition and Requirements Agreement			
E	Descope Plan*			
F	Performance and Cost Measurement Metrics for Phase C/D/E*			
G	Pegasus Launch System Payload User's Guide			
H	Work Breakdown Structure			
I	Rate Agreement			
J	Science and Mission Requirements Document(s)*			

SECTION J OF ESSP EDUC INST.

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988) (cont'd.)

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>
K	Software Development Plan*		
L	Mission Assurance and Safety Plan*		
M	Education and Public Outreach Plan*		

(Any other documents determined necessary upon negotiations)

*Deliverables under Phase B which will be attachments for Phase C/D/E

(End of clause)